1 Marc J Griffith Michelle P Griffith 2 6020 N. Heatherton Drive Somis, California 93066 3 Tel: 4 In Pro Per 5 UNITED STATES DISTRICT COURT 6 FOR THE CENTRAL DISTRICT OF CALIFORNIA G Val 70 - 01504-JFW(ASx) 7 MARC J GRIFFITH 8 MICHELLE P GRIFFITH **COMPLAINT FOR** 9 **Plaintiffs PUBLIC LAW 93-579** 10 V. **DEC 31, 1974 VIOLATIONS** 11 LAW OFFICES OF SAM CHANDRA, APC BSI FINANCIAL SERVICES 12 ENTRA DEFAULT SOLUTIONS, LLC AND DOES 1-10 13 Defendants. 14 15 16 **COMPLAINT** 17 The plaintiffs brings this action for injunctive, declaratory and monetary relief pursuant to the 18 Privacy Act 1974, 5 U.S.C. § 552a et seq., 19 Jurisdiction 20 1. The Court has jurisdiction over this action pursuant to 5 U.S.C. §§ 552a(g)(1), 552(a)(4)(B), and 28 U.S.C. § 1331. 21 Venue 22 2. Venue is appropriate in the District under 5 U.S.C. §§552a(g)(1), 552(a)(4)(B), and 28 23 U.S.C. §1391. 24 **Parties** 25 3. Plaintiffs Marc and Michelle Griffith are one of the people of United States and the State 26 of California, and reside in Somis, California. 27

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4. Defendants Law Office of Sam Chandra, BSI Financial Services and Entra Default Solutions, is an agency within the meaning of 5 U.S.C. § 552a(a)(1), and is in possession and/or control of records pertaining to Marc and Michelle Griffith.

Facts

- 5. On or round November 2014, Defendants committed the theft and unauthorized use of Plaintiffs SSN in an elaborate, scheme of purchasing unreliable, inaccurate data, for pennies of the dollar and then bringing suit in the name of the suspended corporations and/or original creditor, in Superior Courts throughout the state of California for monetary gain and unjust enrichment.
- 6. On or around November 15, 2016, Defendants committed the theft of Plaintiffs identities by utilizing their SSN, without their consent, defendants disseminated plaintiff SSN, personal information in public offices throughout the state of California.
- 7. Defendants have violated numerous federal laws and statutes, by unlawfully, and without authorization, usage of plaintiffs SSN, personal records without their consent.
- 8. There is no record or evidence that Defendants or its legal counsel had a valid contract with Plaintiffs. Defendants appeared to have violated Title 5 U.S.C. § 552(a), which places restrictions on the misuse of personal data.

FIRST CAUSE OF ACTION (PRIVACY ACT) "NO DISCLOSURE WITHOUT CONSENT" ACCESS TO RECORDS

- 9. Plaintiff repeats and realleges the allegations contained in paragraphs 1-8 above, inclusive.
- 10. On or around November 2014 Defendants gained access to Plaintiffs personal information without written request of the individuals, [Marc and Michelle Griffith]. See (Exh"A")
- 11. Plaintiffs rights were violated under the "No Disclosure Without Consent" Rule.

SECOND CAUSE OF ACTION (PRIVACY ACT) "NO DISCLOSURE WITHOUT CONSENT" IMPROPER DISSEMINATION

- 12. Plaintiffs repeats and realleges the allegations contained in paragraphs 1 through 8 above, inclusive.
- 13. The Defendant through the actions of its employees, disseminated information protected by the Privacy Act concerning Marc and Michelle Griffith to the following person/agency. This information included, but not limited to Marc and Michelle Griffith personal record, inaccurate and defamatory information surrounding payment history, credit, accounts held etc.

14. In violation of section (b) of the Privacy Act, Defendants failed to secure written 1 authorization from Plaintiffs prior to providing the specific information detailed above. Nor was disclosure permitted by a routine exception. 2 THIRD CAUSE OF ACTION (PRIVACY ACT) "NO DISCLOSURE WITHOUT 3 CONSENT" IMPROPER DISSEMINATION 4 15. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 8 above, 5 inclusive. 6 16. Prior to the disseminating information and records concerning Plaintiffs, Defendants failed to make reasonable efforts to ensure that the information and records were accurate, complete, 7 timely and relevant for agency purposes in violation of 5 U.S.C. 552a(e)(6). Defendants 8 compiled information concerning their alleged failure to repay unpaid debts. The information and records that were disseminated to unauthorized individuals were irrelevant, false, malicious 9 and defamatory, incomplete, inaccurate, untrustworthy and untimely. 10 17. Defendants, its employees and officers, including the "president"/"ceo" knew or should have known that their actions were improper, unlawful and/or in violation of the Privacy Act. 11 12 18. Defendants its employees and officers, including president/ceo acted intentionally or willfully in violation of Marc and Michelle Griffith privacy rights. 13 19. As a result of Defendants violations of the Privacy Act, Marc and Michelle Griffiths have 14 suffered adverse and harmful effects, including, but not limited to mental distress, emotional trauma, embarrassment, humiliation, wage(s) loss, and lost or jeopardized present or future 15 financial opportunities. 16 WHEREFORE, plaintiffs Marc and Michelle Griffith request that the Court award them the 17 following relief 18 1) Declare that Defendants, violated the Privacy Act; 19 2) Award Marc and Michelle Griffith any actual damages under 5 U.S.C. 552a(g)(4)(A), the 20 exact amount which is to be determined at trial but is not less than \$1000.00; 21 3) Invoke its equitable powers to expunge all records, judgments or information maintained by Defendants that is inaccurate and/or derogatory to Marc and Michelle Griffith; 22 23 4) Award plaintiffs reasonable costs and attorney's fee as provided in 5 U.S.C. 552a(g)(3)(B) and/ or (4)(B), 552 (a)(4)(E) and/or 28 U.S.C. 2412(d); 24 5) Refer those defendants officers/president responsible for violating the Privacy Act for 25 prosecution under 5 USC 552a(i)(1);

6) expedite this action in every way pursuant to 28 USC 1657 (a); and

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7) grant such relief as the Court may deem just and proper.	
Date: 2-20-17 Respectfully submitted, Marc J Griffith, Plaintiff Michelle P Griffith, Plaintiff 6020 N. Heatherton Somis, California 93066	1

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EXHIBIT "A"

Form 3949-A (July 2013)

Department of the Treasury - Internal Revenue Service

Information Referral

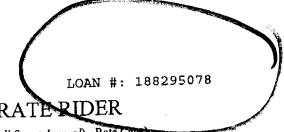
OMB Number 1545-1960

			(See instruct	tions on reverse)					
	Use this	form to rep	ort suspected tax la	w violations by a per	son or a business.				
CAUTION: READ THE INSTR (For example, if you suspect	t your identity was	stolen, us	e Form 14039.)		r more appropriate forms sp	ecific to yo	ur complaint.		
Section A - Information /	About the Person	n or Busir	ess You Are Re	porting					
Complete 1, if you are reporting (Leave blank any lines you do	ng an Individual. Con not knowdoki at in	mplete 2, if	you are reporting a	business only. Comp	olete 1 and 2 if you are reporting	ıg a busines	s and its owner.		
1a. Name of individual	eave blank any lines you do not know an an individual W&I - FIELD ASSISTANCE b. Social Security Number/TIN c. Date of birth						birth		
d. Street address	JAN 0 5 2017 e. City f. State g. ZIP code CA								
n. Occupation I. Email address FINANCIAL SERVICES RECEIVED									
j. Marital status (check one, if I	j. Marital status (check one, if known) 52302 k. Name of spouse Married Single Head of Household Divorced Separated								
2a. Name of business BSI, FINANCIAL SERVICES IN	VC	14/11/2		b. Employer Tax ID) number (EIN)	c. Telepho	one number		
d. Street address			·	e. City		f. State	g. ZIP code		
314 S. FRANKLIN STREET/P.O h. Email address	BUXSITE		<u> </u>	TITUSVILLE		PA	16354		
		· inima	·	i. Website					
Section B - Describe the			ne Tax Law						
False Exemption False Deductions Multiple Filings Organized Crime	False Deductions X Earned Income Credit Narcotics Income X Failure to Withhold Tax X Hulliple Filings Public/Political Corruption X Kickback X Failure to Pay Tax								
Fill in Tax Years and dollar am TY 2010 \$ 907,200 TY 5. Comments (Briefly describe another sheet, if needed.) There was no loan or exchange or documented book keeping entries	2011 \$ 907,200 the facts of the alleg assets or liabilities in showing Assets or lia	TY 20 ged violation the amount bilities to cla	12 \$ 907,200 n-Who/What/When of \$907,200.00 Betw im any tax deduction	e/When/How you lear yeen MARC J. GRIFFIT or claimed by BS1 FINA)	ned about and obtained the ini TH and BSI FINANCIAL SERVI NCIAL SERVICES LLC. There is	formation in CES LLC. T s no docume	here is no		
ournal entries showing any loan in		······		- Anna Carlotte Committee					
irregularity. BSI FINANCIAL SEI	RVICES LLC dose no	ot have 100%	beneficial interest a	nd no valuable consider	ration in the accounting affairs of	MARC J. GI	RIFFITH, Therefore		
am requesting the IRS to cancel t	heir 100% tax exemp	tion that pert	ains to all parties nar	ned in the Deed Upon I	Trustce Sale. See Exhibit A#.				
6. Additional information. Answa a. Are book/records available? b. Do you consider the taxpayer c. Banks, Financial Institutions of	er these questions, (If available, do not r dangerous?	if possible. send now.	Otherwise, leave h	lank		= .	Yes No		
Name ENTRA DEFAULT SOLUTIONS	, INC.			Name			-		
Street address 355 WILLOW WAY, SUITE 115				Street address			· · · · · · · · · · · · · · · · · · ·		
City CONCORD,	499iiiii 344	State CA	ZIP code 94520	City		State CA	ZIP code		
Section C - Information Al	bout Yourself	· · · · · · · · · · · · · · · · · · ·	<u> </u>			~~	<u> </u>		
We never share this information	n with the person or	business y	ou are reportina.)						
his information is not required	to process your rep	ort, but wou	ld be helpful if we	need to contact you fo	or any additional information.				
a. Your name (ARC J. GRIFFITH				b. Telephone number		The second se	en e		
. Street address 020 HEATHER DR.		\$20 \$100 \$100 \$100 \$100 \$100 \$100 \$100 \$		e. City SOMIS,		f. State CA	g. ZIP code		
lease print and send your co	S	nternal Rev top C2003 resno, CA		······································	Augustinus .	CA.	93066		

Department of the Treasury - Internal Revenue Service

OMB Number 1545-0409

Form ZTT	Annlicat	tion for Awa	ard for		Date Claim received	_
(March 2014)	,	nal Informa			Claim number (completed by IRS)	
1. Name of taxpayer (incl BSI, FINANCIAL SERV	ude aliases) and any related taxpa VICES INC	yers who committed	the violation	2.1	Last 4 digits of Taxpayer Identification Number(s) (e.g., SSN, ITIN, or EIN)	
3. Taxpayer's address, in 314 S. FRANKLIN STR TITUSVILLE, PA 16354	EET/P.O BOX 517F			4.	Taxpayer's date of birth or approximate ag	e
	ntact information of IRS employee t	o whom violation wa	s first reported	l, if known		
6 Data violation congress	(in number 5), if applicable	171	Did vou cubmi	this information	on to other Federal or State Agencies	-+
•	(at notifice 5), a applicable		Yes	No	•	
01/04/2017 8 If yes in number 7 list	the Agency Name and date submit		<u> </u>		ATERNAL REVENUE SERVICE	
•	•				W & I - FIELD ASSISTANCE LOS ANGELES, CA 99012	
	ral for Tax Administration, TIGTA nission or Supplemental sub					
Amend .	sion, list previously assigned claim				JAN 0 5 2017	
10. Alleged Violation of T	ax Law (check all that apply)	-			RECEIVED	
x Income Tax	Employment Tax	*	Estate & Gift	Tax	5020 Seinpt Bonds	
Employee Plans	Governmental Er	ntities 🔭	Exempt Orga	inizations	Excise	
Other (identify)	IDENTITY THEFT CREATING					
in your possession an believe the act descri	d describe the availability and loca bed constitutes a violation of the ta nd using my personal identification	ition of any additiona x laws	I supporting in	formation not i	ition and include all supporting information in your possession.) Explain why you ents are hass forged signatures and false	
	med about and/or obtained the info	ormation that support	s this claim. (Attach sheet if	needed)	
					ss Oversight and the Department of Real	
13. What date did you ac	quire this information Tax year of	f 2015 - 2016				
14. What is your relations	hip (current and former) to the alle	ged noncompliant ta	xpayer(s)? Ch	eck all that app	ply. (Attach sheet if needed)	
Current Employee	Former Employee		Attorney	,	☐ CPA	
Relative/Family Men	nber Other (describe)	None	····			
15. Do you still maintain a	relationship with the taxpayer	Yes 🕱	No			
16. If yes to number 15, d	escribe your relationship with the t	axpayer				
17. Are you involved with	any governmental or legal proceed	ding involving the tax	payer 🗀	Yes 🕱	No	
	xplain in detail. (Attach sheet if ne		· · · · · · · · · · · · · · · · · · ·	L		
			· · · · · · · · · · · · · · · · · · ·			
	of tax owed by the taxpayer(s). Pro ecords, receipts, tax returns, etc). (/			you have that	supports your claim as to the amount owe	ıd
20. Fill in Tax Year (TY) a	and Dollar Amount (\$), if known					
TY 2010 \$ 907.20		TY <u>2012</u> \$ 9	07.200 TY	2013 \$_	907,200 TY 2016 \$ 907,200	
21. Name of individual cla		22. Claimant's date of			Last 4 digits of Claimant's SSN or ITIN	
MARC J. GRIFFITH						
24. Address of claimant, i	ncluding ZIP code	÷.		25.	Telephone number (including area code)	
	,			26	Email address	_
27. Declaration under Per to the best of my know	nalty of Perjury I declare that I have viedge and belief, they are true, cor	e examined this appli rrect, and complete	cation, all acco	<u></u>	ternent and supporting documentation, an	d,
	Signature of Claima	ent			Date	



FIXED/ADJUSTABLE RATE (LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this THIRTY-FIRST day of , and is incorporated into and shall be deemed to amend and supplement the JANUARY, 2008 Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE BANK, FSB

("Lender") of the same date and covering the property described in the Security Instrument and located at: 6020 NORTH HEATHERTON DR

SOMIS, CA 93066-9716 [Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

5.625 %. The Note also The Note provides for an initial fixed interest rate of provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of , and the adjustable interest rate I will pay may change on that day every MARCH, 2013 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

 FIXED/ARM Rider Interest First/Only LIBOR One-Year Index 1E460-US (10/05)(d)

Page 1 of 5





LOAN #: 188295078

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.250 %) to the Current Index. The Note Holder TWO & ONE-QUART percentage points (will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

10.625 % The interest rate I am required to pay at the first Change Date will not be greater than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.625 %

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

• FIXED/ARM Rider Interest First/Only LIBOR One-Year Index

1E460-US (10/05)

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LOAN #: 188295078

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B.1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

LOAN #: 188295078

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

and coveriants contained in this	BY SIGNING BELOW, Borrower accepts and agrees to the terms xed/Adjustable Rate Fider.
(Seal)	
-Borrower	MARC J. GRIFFITH
(Seal)	Michelle f. Sneffield
-Borrower	MICHELLE P GRIFFITH
(Seal)	
-Borrower	
(Seal)	
Borrower	

• FIXED/ARM Rider Interest First/Only LIBOR One-Year Index 1E460-US (10/05)

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☑ 021

01/25/2010 12:54 FAX

Page No. 7 File No. 14201435-140

Exhibit A LEGAL DESCRIPTION

All that certain Property in the County of Ventura, State of California described as follows:

Lot 29 of Tract No. 2185, in the County of Ventura, State of California, as per map recorded in Book 57, Pages 59 to 71, inclusive of Maps, in the office of the County Recorder of said Ventura County.

APN No: 110-0-280-070 110-0-280-070

This is a true certified copy of the original public record if it bears the seal, imprinted in purple ink, of the County Clerk and Recorder.

MARK A. LUNN

MAR 1 6 2015 County Clerk and Recorder Ventura County, California





3145 Franklin St 2nd floor/ PO Box 517 Titusville PA 16854 866-581-4498 814-217-1366 Fax https://www.bsifinancial.com

January 7, 2014

Exhibits

MARC J GRIFFITH 6020 HEATHERTON DR SOMIS, CA 93066

Notice of Amignment, rule or Transfer of Servicing Rights

New Account Number: 522295078 Current Principal Balance: \$ 907,200.00 Current Escrow Balance: \$ -37,104.33

Next Due Date: 11/1/2010 Total Payment: \$5,256.88 Old Account Number: 188295078

Property Address:

6020 NORTH HEATHERTON DR

SOMIS. CA 93066

You the life of the life servicing of your mortgage loan, that is, the right to collect payments from you, is being transferred from Bank of America, N.A. to BSI Financial Services, Inc. ("BSI") effective December 21, 2013.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of the transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date, or at closing.

Your present servicer is Bank of America, N.A. If you have any questions relating to the transfer of servicing from your present servicer, please call their customer service department at 1-800-669-6607, Monday – Friday 7a.m. to 7p.m. Local Times this is a toll-free number.

Your new servicer will be BSI. The business addresses for BSI are:

Send payments to:

Send correspondence to:

BSI Financial Services, Inc. PO Box 660605 Dallas, TX 75266 **BSI Financial Services, Inc.** 314 S Franklin St, 2nd Floor Titusville, PA 16354

The toll-free telephone number of your new servicer, BSI, is 1-866-581-4498. If you have any questions relating to the transfer of servicing to your new servicer, BSI, please call Customer Care at 1-866-581-4498, Monday – Friday between 8:00 a.m. and 5:00 p.m. ET.

* This is an attempt to collect a debt. Any information obtained will be used for that purpose.

* Notice: BSI Financial Services, Inc. is a ficensed mortgage servicer and debt collector.

Licensed as Servis One, Inc. in the state of Florida Licensed as Servis One, Inc., oba 58t Financial Services in the state of Colorado. Colorado Office: 13111 East Briarwood Avenue, Sulte 340, Centennial, CO 80112 (203)309-3839 Licensed as Servis One, Inc., oba 58t Financial Services in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohlo, Oklahoma, Oregon, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Licensed as Servis One, Inc., oba 58t Financial Services, Inc. in Delaware, Illinois, Kentucky, Maryland, Michigan, Missouri, Missiasippi, Nebraska, Nevada, Pennsylvania, Rhode Island, South Carolina and Texas. North Carolina Collection Agency Permit \$105608

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO: Entra Default Solutions, LLC 1355 Willow Way, Suite 115 Concord, California 94520 20151026-00158380-0 1/3

Ventura County Clerk and Recorder MARK A. LUNN 10/26/2015 12:44:31 PM 997332 \$30.00 CO

APN: 110-0-280-070

TS No.: 2014-02503

Loan No.: 522295078

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED 注:本文件包含一个信息擴要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP LUU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

[PURSUANT TO CIVIL CODE 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.]

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$258,413.36 as of 10/23/2015, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things. (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

CAM XI TRUST C/O BSI Financial Services 314 S. Franklin Street 2nd Floor Titusville, PA 16354 Phone: 800-327-7861

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That ENTRA DEFAULT SOLUTIONS, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 1/31/2008, executed by Marc J Griffith and Michelle P Griffith, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of "MERS" as Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, as beneficiary, recorded 2/7/2008, as Instrument No. 20080207-00016709-0, in Book, Page, of Official Records in the Office of the Recorder of Ventura County, California describing land therein as: As more fully described on said Deed of Trust.

Including one NOTE(S) FOR THE ORIGINAL sum of \$910,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 11/1/2010 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The California Declaration of Compliance required under Civil Code section 2923.5 (b) or, if applicable, 2923.55 (c), is attached hereto and incorporated herein by reference.

Dated: 10/23/2015

ENTRA DEFAULT SOLUTIONS, LLC

Katie Milnes, Vice President

Declaration of Mortgage Servicer Pursuant to

Civil Code § 2923.55 (c)

Borrowerlet MARG & CRIESITH
Mortgage Servicer: BSI Financial Services
Property Address: 6020 NORTH HEATHERTON DR, SOMIS, CA 93066
T.S. No: 2014-02503
The undersigned, as an authorized agent or employee of the mortgage servicer named below declares that:
1. The mortgage servicer has contacted the borrower pursuant to California Civil
Code § 2329.55 (b) (2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of due diligence pursuant to California Civil Code
§2923.55(f), the mortgage servicer has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
 No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section §2920.5.
4. The requirements of Cal. Civil Code §2923.55 do not apply because the loan is
not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, described in Civil Code § 2924.15(a).
I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate that borrower's default and the right to foreclose, including the borrower's loan status and loan information
43015 BSI Financial Services
Mortgage Servicer
LDV ₽~\ / \

This is a true certified copy of the original public record if it bears the seal, imprinted in purple ink, of the County Clerk and Recorder.

MARK A. LUNN APR 2 6 2016 County Clerk and Recorder Ventura County, California



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CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself 🔀) DEFENDANTS (Check box if you are representing yourself 🔲)										
MARC J GRIFFITH MICHELLE P GRIFFITH			BSI FINANCIAL SER	LAW OFFICES OF SAM CHANDRA, APC BSI FINANCIAL SERVICES ENTRA DEFAULT SOLUTIONS, LLC						
(b) County of Residence	e of First Listed Plai	ntiff VENTURA	County of Resid	County of Residence of First Listed Defendant LOS ANGELES						
(EXCEPT IN U.S. PLAINTIFF CA.	SES)		(IN U.S. PLAINTIFF CA	ASES ONLY)						
(c) Attorneys (Firm Nam representing yourself, pro				Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.						
6020 N Heatherton Drive Somis, California 93066										
II. BASIS OF JURISDIC		,,	(Place an X in one be	RINCIPAL PARTIES-For I ox for plaintiff and one for or PTF DEF	defendant)					
1. U.S. Government Plaintiff	3. Federal Q	uestion (U.S. It Not a Party)	Citizen of This State 1 Incorporated or Principal Place of Business in this State 4 4							
Fiantin	Governmen	it NOL a Farty)	Citizen of Another State [nd Principal Place 5 5					
2. U.S. Government Defendant	4. Diversity of Parties in	(Indicate Citizenship Item III)	Citizen or Subject of a Foreign Country	of Business in A						
Proceeding St	emoved from 3. Retate Court A	opellate Court L Re	opened District	(Specify)	ation - Litigation - sfer Direct File					
V. REQUESTED IN CO		MAND: 🔀 Yes 📗	No (Check "Yes" o	only if demanded in com	plaint.)					
CLASS ACTION under		Yes 🗙 No		ANDED IN COMPLAINT:						
		te under which you are fili	ing and write a brief stateme	ent of cause. Do not cite jurisdi	ctional statutes unless diversity.)					
5 USC 552a et seq Privacy Ac	t 1974									
VII. NATURE OF SUIT (Place an X in one bo	ox only).								
OTHER STATUTES	CONTRACT	REAL PROPERTY CONT	. IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS					
375 False Claims Act	110 Insurance	240 Torts to Land	462 Naturalization Application	Habeas Corpus:	820 Copyrights					
376 Qui Tam	120 Marine	245 Tort Product Liability	465 Other	463 Alien Detainee 510 Motions to Vacate	☐ 830 Patent					
(31 USC 3729(a))	☐ 130 Miller Act	290 All Other Real Property	☐ Immigration Actions	☐ Sentence	840 Trademark					
400 State Reapportionment	140 Negotiable Instrument	TORTS	TORTS PERSONAL PROPERTY	530 General 535 Death Penalty	SOCIAL SECURITY 861 HIA (1395ff)					
410 Antitrust	150 Recovery of Overpayment &	PERSONAL INJURY	370 Other Fraud	Other:	862 Black Lung (923)					
430 Banks and Banking	Enforcement of	310 Airplane 315 Airplane	371 Truth in Lending	540 Mandamus/Other	863 DIWC/DIWW (405 (g))					
450 Commerce/ICC Rates/Etc.	Judgment	Product Liability	380 Other Personal Property Damage	550 Civil Rights	864 SSID Title XVI					
460 Deportation	151 Medicare Act	320 Assault, Libel & Slander	385 Property Damage	555 Prison Condition 560 Civil Detainee	865 RSI (405 (g))					
470 Racketeer Influenced & Corrupt Org.	152 Recovery of Defaulted Student	330 Fed. Employers' Liability	☐ Product Liability	Conditions of Confinement	FEDERAL TAX SUITS					
480 Consumer Credit	Loan (Excl. Vet.)	340 Marine	BANKRUPTCY	FORFEITURE/PENALTY	870 Taxes (U.S. Plaintiff or Defendant)					
490 Cable/Sat TV	153 Recovery of Overpayment of	345 Marine Product	☐ 422 Appeal 28 USC 158	625 Drug Related	871 IRS-Third Party 26 USC					
850 Securities/Commodities/Exchange	Vet. Benefits	350 Motor Vehicle	423 Withdrawal 28 USC 157	Seizure of Property 21 USC 881	□ 7609					
200 Other Statuten	160 Stockholders' Suits	355 Motor Vehicle	CIVIL RIGHTS	☐ 690 Other						
Actions 891 Agricultural Acts	190 Other	Product Liability 360 Other Personal	440 Other Civil Rights							
893 Environmental	Contract	└─ Injury	441 Voting	710 Fair Labor Standards						
☐ Matters	☐ 195 Contract Product Liability	362 Personal Injury- Med Malpratice	442 Employment	720 Labor/Mgmt.						
B95 Freedom of Info.	☐ 196 Franchise	365 Personal Injury- Product Liability	443 Housing/ Accommodations	Relations						
896 Arbitration	REAL PROPERTY	367 Health Care/	445 American with	740 Railway Labor Act 751 Family and Medical						
899 Admin. Procedures	210 Land Condemnation	Pharmaceutical Personal Injury	Disabilities- Employment	Leave Act						
Act/Review of Appeal of Agency Decision	220 Foreclosure	Product Liability 368 Asbestos	446 American with Disabilities-Other	790 Other Labor Litigation						
950 Constitutionality of State Statutes	230 Rent Lease & Ejectment	Personal Injury Product Liability	448 Education	791 Employee Ret. Inc. Security Act						
FOR OFFICE USE ONLY:	Case Numbe	C V 1	7-0150							

CV-71 (07/16)

Case 2:17-cv-01504-JFW-AS Document 1 Filed 02/23/17 Page 21 of 22 Page ID #:21 UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? Yes No	STATE CASE WAS PENDIN	IG IN THE COUN	пуоғ.		INITIAL DIV	ASION IN CACD IS:		
	Los Angeles, Ventura, Santa Barbara	Western						
If "no, " skip to Question B. If "yes," check the box to the right that applies, enter the	Orange		Southern					
corresponding division in response to Question E, below, and continue from there.	Riverside or San Bernardino				Eastern			
QUESTION B: Is the United States, or	B.1. Do 50% or more of the defendants	who reside in	4 GE		gatesian di San San San San San San San San San San			
one of its agencies or employees, a PLAINTIFF in this action?	the district reside in Orange Co.? check one of the boxes to the right	YES. Your case will initially be assigned to the Southern Division Enter "Southern" in response to Question E, below, and continu from there.						
☐ Yes 区 No	check one of the boxes to the right		NO. Continue to Question B.2.					
If "no, " skip to Question C. If "yes," answer Question B.1, at right.	B.2. Do 50% or more of the defendants the district reside in Riverside and/or Sar Counties? (Consider the two counties to	n Bernardino	Enter "Easte	YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.				
	check one of the boxes to the right	NO. Your case will initially be assigned to the Western Division Enter "Western" in response to Question E, below, and continue from there.						
OUESTIONS I de la	C		l e					
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?	C.1. Do 50% or more of the plaintiffs wh district reside in Orange Co.? check one of the boxes to the right	eo reside in the		hern"		d to the Southern Division ion E, below, and continue		
☐ Yes ⊠ No			NO. Continue to Question C.2.					
If "no, " skip to Question D. If "yes," answer Question C.1, at right.	C.2. Do 50% or more of the plaintiffs wh district reside in Riverside and/or San Ber Counties? (Consider the two counties to	YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.						
	check one of the boxes to the right	>				d to the Western Division. on E, below, and continue		
QUESTION D: Location of plaintiff	s and defendants?	Oran	A. ge County		B. Iverside or San rnardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County		
Indicate the location(s) in which 50% or r reside. (Check up to two boxes, or leave	nore of <i>plaintiffs who reside in this dis</i> blank if none of these choices apply.	trict)				\boxtimes		
ndicate the location(s) in which 50% or r district reside. (Check up to two boxes, o apply.)	nore of <i>defendants who reside in this</i> r leave blank if none of these choices	,				X		
				_				
D.1. Is there at least one a			D.2. Is there a	t leas	st one answer in C	olumn B?		
Yes	⊠ No			Y	′es 🔀 No			
lf "yes," your case will initial	′ ′ ′	If "yes," your case will initially be assigned to the						
SOUTHERN D	EASTERN DIVISION.							
Enter "Southern" in response to Question	Enter "Eastern" in response to Question E, below.							
If "no," go to question	D2 to the right.	If "			ssigned to the WESTI			
		Enter "Western	n" in re	esponse to Question I	E, below.			
QUESTION E: Initial Division?		INIT	IAL D	IVISION IN CACD	-341111111111			
Enter the initial division determined by Q			V	VESTERN				
QUESTION F: Northern Counties?	nto Park	r Can Luis Obi		The second of th	Van Die			
Do 50% or more of plaintiffs or defendant	ts in this district reside in Ventura, Sa	iila darbara, 0			unties? 🔀	Yes No		

CV-71 (07/16) **CIVIL COVER SHEET** Page 2 of 3

Case 2:17-cv-01504-JFW-AS Document 1 Filed 02/23/17 Page 22 of 22 Page ID #:22 UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

IX(a). IDENTICAL CAS	SES: Has this ac	tion been previously filed in this court ?	⊠ NO	☐ YES
If yes, list case num	ber(s):			
IX(b). RELATED CASE	S : Is this case re	lated (as defined below) to any civil or criminal case(s) previously filed in t	this court?	
If yes, list case numl	ber(s):		⊠ NO	YES
Civil cases are re	lated when they	(check all that apply):		
A. Arise	e from the same	or a closely related transaction, happening, or event;		
B. Call f	or determination	n of the same or substantially related or similar questions of law and fact; o	or	
C. For o	other reasons wo	uld entail substantial duplication of labor if heard by different judges.		
Note: That cases	may involve the	same patent, trademark, or copyright is not, in itself, sufficient to deem ca	ses related.	
A civil forfeiture	case and a crim	inal case are related when they (check all that apply):		
A. Arise	from the same	or a closely related transaction, happening, or event;		
☐ B. Call f	or determination	of the same or substantially related or similar questions of law and fact; o	or	
<u></u>		defendants from the criminal case in common and would entail substanti		
	heard by differe			
		\sim	··· -	
X. SIGNATURE OF AT OR SELF-REPRESENT	TORNEY [ED LITIGANT]	MARC J GRIFFITH ON DA	TE: 2-20	0-17
Notice to Counsel/Parti neither replaces nor supp	es: The submiss olements the filir	ion of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 ag and service of pleadings or other papers as required by law, except as postruction sheet (CV-071A).		
(ey to Statistical codes relat	ing to Social Secur	ity Cases:		
Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action		
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the S include claims by hospitals, skilled nursing facilities, etc., for certification as prov (42 U.S.C. 1935FF(b))		
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine 923)	Health and Safety Ac	t of 1969. (30 U.S.C.
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 call claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g		Act, as amended; plus
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability un amended. (42 U.S.C. 405 (a))	der Title 2 of the Soci	al Security Act, as

All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as

All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

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SSID

RSI